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6 **UNITED STATES DISTRICT COURT**
7 **WESTERN DISTRICT OF WASHINGTON**
8 **AT SEATTLE**

9 **HILLARY HOWARD,**

10 Plaintiff,

11 vs.

12 **EVERGREEN FINANCIAL**
13 **SERVICES, INC.,**

14 Defendant.

) Case No.

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) **COMPLAINT AND JURY DEMAND**

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15 **NATURE OF ACTION**

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17 1. Plaintiff Hillary Howard ("Plaintiff") brings this action against Defendant
18 Evergreen Financial Services, Inc., ("Defendant") pursuant to the Fair Debt Collection
19 Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*
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21 **JURISDICTION AND VENUE**

22 2. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C.
23 § 1331.

24 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where
25 the acts and transactions giving rise to Plaintiff's action occurred in this district, where
26 Plaintiff resides in this district, and where Defendant transacts business in this district.
27
28

PARTIES

4. Plaintiff is a natural person who at all relevant times resided in the State of Washington, County of King, and City of Federal Way.

5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

6. Defendant is an entity who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

7. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

8. Plaintiff is a natural person allegedly obligated to pay a debt asserted to be owed or due a creditor other than Defendant.

9. Plaintiff’s alleged obligation arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes—namely, personal medical expenses (the “Debt”).

10. Defendant uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

11. On October 31, 2008, United Collection Service, Inc., obtained a default judgment against Plaintiff in the amount of \$2,161.11.

1 12. On or about August 18, 2015, Defendant acquired the Debt from United
2 Collection Service, Inc.

3 13. On January 15, 2016, Defendant filed an assignment of judgment in the
4 District Court of Washington, Clallam County, stating their rights to the judgment
5 obtained by United Collection Service, Inc.
6

7 14. On April 4, 2016, Defendant filed a garnishment action against Plaintiff in
8 the District Court of Washington, Clallam County.
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10 15. Defendant did not list Plaintiff's correct address in the garnishment action.

11 16. Therefore, Plaintiff did not receive any written communications from
12 Defendant regarding collection of the Debt or the garnishment action.
13

14 17. It was not until Plaintiff was notified by her employer that she received any
15 notice of the garnishment action against her.
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17 18. On April 12, 2016, after Plaintiff was given the garnishment paperwork by
18 her employer, she called Defendant in order to obtain more information.

19 19. During the April 12, 2016 phone conversation with Defendant, Plaintiff
20 gave Defendant her correct address, informed Defendant that she had never received
21 anything from them, and asked for verification of the Debt.
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23 20. The April 12, 2016 phone call is the only time that Plaintiff spoke with
24 Defendant regarding the Debt.
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26 21. Upon the filing of this complaint, Plaintiff has not received anything in
27 writing from Defendant.
28

22. Plaintiff never received the notices required by the FDCPA, 15 U.S.C. § 1692g(a) from Defendant after her initial communication with Defendant.

COUNT I
VIOLATION OF 15 U.S.C. § 1692g(a)

23. Plaintiff repeats and re-alleges each factual allegation above.

24. Defendant violated § 1692g(a) by failing to send the notices required by the FDCPA in the initial communication or within five days thereafter, regardless of whether Defendant's initial communication with Plaintiff was on January 11, 2016 when Defendant filed an assignment of judgment or on April 12, 2016 when Plaintiff called Defendant to discuss the Debt.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated § 1692g(a);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem proper.

TRIAL BY JURY

25. Plaintiff is entitled to and hereby demands a trial by jury.

Dated: August 8, 2016

Respectfully submitted,

s/Joseph Panvini

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